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Winter Park, FL  
32789

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32790-0200

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April 19, 2005  
Via Overnight Delivery

Mr. Charles L.A. Terreni, Chief Clerk  
South Carolina Public Service Commission  
Synergy Business Park, Saluda Building  
101 Executive Center Drive  
Columbia, SC 29210

RE: Initial Tariff Compliance Filing for **Symtelco, LLC**  
Pursuant to Docket No. ~~2004-265-C~~, Order No. 2005-124  
**2004-334-C**

Dear Mr. Terreni:

Enclosed for filing please find the original and five (5) copies of the initial LXC, Access and Local compliance tariff filings submitted on behalf of Symtelco, LLC to provide intrastate resold interexchange telecommunications services and for Alternative Regulation. The Company was granted a Certificate of Public Convenience and Necessity to Provide Local, Interexchange, Operator, Collect-Only Inmate and Payphone Telecommunications Services to operate as a reseller of telecommunications within the State of South Carolina in Docket No. 2004-334-C, issued on March 16, 2005 in Order No. 2005-124.

Also enclosed is the company's Authorized Utility Representative Information form.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for this purpose.

Any questions you may have regarding this filing may be directed to me at 407-740-3008 or via email to [cneeld@tminc.com](mailto:cneeld@tminc.com). Thank you for your assistance to this matter.

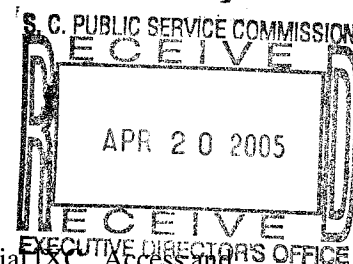
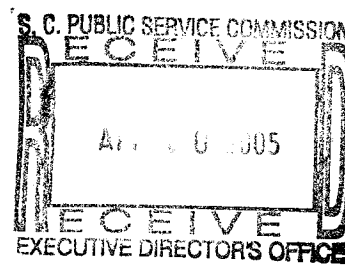
Sincerely,

Craig Neeld  
Consultant to Symtelco, LLC

CN/ks

cc: Greg Hogan, Symtelco  
John Pringle, Esquire -Ellis Lawhorne  
C. Dukes Scott, Executive Director - Regulatory Staff  
file: Symtelco - SC IXC  
Symtelco - SC Local  
Symtelco - SC Access  
tms: SCi0501

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Tricia - 1  
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Nelson - 1  
Judy - 1

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2004-265-C  
2004-334-C

## AUTHORIZED UTILITY REPRESENTATIVE INFORMATION

PURSUANT TO SOUTH CAROLINA PUBLIC SERVICE COMMISSION REGULATION 103-612.2.4(b) - Each utility shall file and maintain with the Commission the name, title, address, and telephone number of the persons who should be contacted in connection with General Management Duties, Customer Relations (Complaints), Engineering Operations, Test and Repairs, and Emergencies during non-office hours.

Symtelco, LLC, President  
Company Name ( Including dba Name(s) or Acronyms used or to be used in South Carolina)

1385 Weber Industrial Dr.  
Business Address

Cumming, GA 30041  
City, State, Zip Code

A. Greg Hogan  
General Manager Representative (Please Print or Type)  
678-455-2770 / 770-844-0845 / ghogan@symtelco.com  
Telephone Number / Facsimile Number / E-mail Address

B. Greg Hogan  
Customer Relations (Complaints) Representative (Please Print or Type)  
678-455-2770 / 770-844-0845 / ghogan@symtelco.com  
Telephone Number / Facsimile Number / E-mail Address

C. Greg Hogan  
Engineering Operations Representative (Please Print or Type)  
678-455-2770 / 770-844-0845 / ghogan@symtelco.com  
Telephone Number / Facsimile Number / E-mail Address

D. Greg Hogan  
Test and Repair Representative (Please Print or Type)  
678-455-2770 / 770-844-0845 / ghogan@symtelco.com  
Telephone Number / Facsimile Number / E-mail Address

E. Greg Hogan  
Contact for Emergencies During Non-Office Hours (Please Print or Type)  
678-455-2770 / 770-844-0845 / ghogan@symtelco.com  
Telephone Number / Facsimile Number / E-mail Address

F. Greg Hogan  
Financial Representative (Please Print or Type)  
678-455-2770 / 770-844-0845 / ghogan@symtelco.com  
Telephone Number / Facsimile Number / E-mail Address

G. 1-866-766-1515  
Customer Contact Telephone Number for Company (Toll Free)

Greg Hogan  
This form was completed by Signature

If you have any questions, contact the Consumer Services Department (803-896-5230) or Utilities Department at (803-896-5105).

**RULES, REGULATIONS, AND  
SCHEDULE OF RATES AND CHARGES  
APPLICABLE TO END USER**

**LOCAL EXCHANGE  
TELECOMMUNICATIONS SERVICES TARIFF  
OF  
SYMTELCO, LLC  
WITHIN THE STATE OF SOUTH CAROLINA**

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by Symtelco, LLC with principal offices at 1385 Weber Industrial Drive, Cumming, Georgia 30041 for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission and the Office of Regulatory Staff, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Issued: November 29, 2004

Effective: March 16, 2005

By: Greg Hogan, President  
1385 Weber Industrial Drive  
Cumming, Georgia 30041

SCL0501

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**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
	Title	Original *	<b>Section 2</b>	15	Original *
<b>Preface</b>	1	Original *		16	Original *
	2	Original *		17	Original *
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	5	Original *		20	Original *
	6	Original *		21	Original *
<b>Section 1</b>	1	Original *		22	Original *
	2	Original *		23	Original *
	3	Original *		24	Original *
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<b>Section 2</b>	1	Original *		27	Original *
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	6	Original *		32	Original *
	7	Original *		33	Original *
	8	Original *		34	Original *
	9	Original *		35	Original *
	10	Original *		36	Original *
	11	Original *		37	Original *
	12	Original *		38	Original *
	13	Original *		39	Original *
	14	Original *		40	Original *

\* - indicates those pages included with this filing

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**CHECK SHEET, (CONT'D.)**

<b>SECTION</b>	<b>PAGE</b>	<b>REVISION</b>		<b>SECTION</b>	<b>PAGE</b>	<b>REVISION</b>	
<b>Section 3</b>	1	Original	*	<b>Section 7</b>	1	Original	*
<b>Section 4</b>	1	Original	*	<b>Section 8</b>	1	Original	*
	2	Original	*	<b>Section 9</b>	1	Original	*
	3	Original	*		2	Original	*
	4	Original	*		3	Original	*
	5	Original	*		4	Original	*
<b>Section 5</b>	1	Original	*				
	2	Original	*				
	3	Original	*				
	4	Original	*				
	5	Original	*				
	6	Original	*				
	7	Original	*				
<b>Section 6</b>	1	Original	*				
	2	Original	*				
	3	Original	*				
	4	Original	*				
	5	Original	*				
	6	Original	*				
	7	Original	*				
	8	Original	*				
	9	Original	*				

\* - indicates those pages included with this filing

**EXPLANATION OF SYMBOLS**

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rate.
- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate.
- (S) - To signify reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the provision of competitive local telecommunications services by Symtelco, LLC for the use of Customers in transmitting messages within the State of South Carolina, subject to the jurisdiction of the South Carolina Public Service Commission ("Commission"). Services include, but are not limited to resold and facilities-based voice services within the State of South Carolina. The services of Symtelco are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

The rates and regulations contained in this Tariff apply only to the services furnished by Symtelco and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.

This tariff is on file with the South Carolina Public Service Commission and the Office of Regulatory Staff. In addition, this tariff is available for review at the main office of Symtelco, LLC at 1385 Weber Industrial Drive, Cumming, Georgia 30041.

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## TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission and the ORS is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the Commission and the Office of Regulatory Staff, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission or the Office of Regulatory Staff.

**SECTION 1 - DEFINITIONS**

**Advance Payment** - Part or all of a payment required before the start of service.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

**Authorized User** - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

**Common Carrier** - An authorized company or entity providing telecommunications services to the public

**Commission** - South Carolina Public Service Commission.

**Company** - Whenever used in this tariff, "Company" refers to Symtelco, LLC, unless otherwise specified or clearly indicated by the context.

**Customer** - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

**Customer Premises** - A location designated by the Customer for the purposes of connecting to the Company's services.

**Customer Terminal Equipment** - Terminal equipment provided by the Customer.

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

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**SECTION 1 - DEFINITIONS, (CONT'D.)**

**End Office** - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Telcordia.

**Equal Access** - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company network. Presubscribed Customers may also route interexchange calls to the Company network by dialing an access code supplied by the Company.

**Exchange Telephone Company or Telephone Company** - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

**Individual Case Basis (ICB)** - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**IXC or Interexchange Carrier** - long distance telecommunications services provider.

**Interruption** - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

**Joint User** - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

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**SECTION 1 - DEFINITIONS, (CONT'D.)**

**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

**LEC** - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

**Local Calling** - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the Calling Station.

**Monthly Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**MOU** - Minutes of Use.

**Non-Recurring Charge ("NRC")** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**ORS** - Refers to the Office of Regulatory Staff.

**PIN** - Personal Identification Number. See Authorization Code.

**Point of Presence ("POP")** - Point of Presence

**Premises** - The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

**Recurring Charges** - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

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**SECTION 1 - DEFINITIONS, (CONT'D.)**

**Service** - Any means of service offered herein or any combination thereof.

**Service Commencement Date** - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

**Service Order** - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

**Services** - The Company telecommunications services offered on the Company network.

**Shared Inbound Calls** - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

**Shared Outbound Calls** - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company outbound service such that "1 + 10-digit number" calls are automatically routed to the Company or an IXC network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

**Symtelco, LLC** - Symtelco, LLC is the issuer of this tariff.

**Station** - The network control signaling unit and any other equipment provided at the Customer premises which enables the Customer to establish communications connections and to effect communications through such connections.

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**SECTION 1 - DEFINITIONS, (CONT'D.)**

**Subscriber** - The person, firm, partnership, corporation, or other entity who orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

**Switched Access Origination/Termination** - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**Terminal Equipment** - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

**Usage Charges** - Charges for minutes or messages traversing over local exchange facilities.

**User (or End User)** - Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer.

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**SECTION 2 - REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of South Carolina.

Customers and users may use service and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions.

**2.1.2 Shortage of Equipment or Facilities**

- A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B.** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions**

- A. Minimum Period** - Service is provided on a term basis only. The minimum term period is 30 days unless otherwise specified in this tariff or mutually agreed upon by contract.
- B.** The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C.** Except as otherwise stated in this tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E.** Service may be terminated upon written notice to the Customer if:
  - .1** the Customer is using the service in violation of this tariff; or
  - .2** the Customer is using the service in violation of the law.
- F.** This tariff shall be interpreted and governed by the laws of the state of South Carolina regardless of its choice of laws provision.



**SECTION 2 - REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions, (cont'd.)**

- G.** Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company**

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B.** The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.
- C.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- D.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (cont'd.)**

- E. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- .1 Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  - .2 Any delay or failure of performance or equipment due to causes beyond the Company control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - .3 Any unlawful or unauthorized use of Company facilities and services;
  - .4 Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  - .5 Breach in the privacy or security of communications transmitted over Company facilities;

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (cont'd.)****E. (continued)**

- .6** Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
- .7** Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.
- .8** Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities;
- .9** Any non-completion of calls due to network busy conditions;
- .10** Any calls not actually attempted to be completed during any period that service is unavailable;
- .11** And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

**SECTION 2 - REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (cont'd.)**

- F.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- G.** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- H.** Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- I.** Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (cont'd.)****J. With respect to Emergency Number 911 Service:**

- .1** This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
- .2** Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- .3** When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

- A.** The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities, (cont'd.)**

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- .1 the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- .2 the reception of signals by Customer-provided equipment.

**2.1.7 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- A. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

**2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this rate sheet remains in the Company, its partners, agents, contractors or suppliers.

**SECTION 2 - REGULATIONS, (CONT'D.)****2.2 Prohibited Uses**

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

**SECTION 2 - REGULATIONS, (CONT'D.)****2.3 Obligations of the Customer****2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A.** the payment of all applicable charges pursuant to this tariff;
- B.** reimbursing the company for damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C.) Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

**SECTION 2 - REGULATIONS, (CONT'D.)****2.3 Responsibilities of the Customer, (Cont'd.)****2.3.1 General, (cont'd.)**

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.3 Responsibilities of the Customer, (Cont'd.)****2.3.2 Liability of the Customer**

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

**SECTION 2 - REGULATIONS, (CONT'D.)****2.4 Customer Equipment and Channels****2.4.1 General**

A User may transmit or receive information or signals via the facilities of the Company. Company services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

**2.4.2 Station Equipment**

- A.** Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.4 Customer Equipment and Channels, (Cont'd.)****2.4.3 Interconnection of Facilities**

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities or equipment of others shall be provided at the Customer's expense.
- B.** Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of other communications carriers that are applicable to such connections.
- C.** Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.
- D.** Customers may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).



**SECTION 2 - REGULATIONS, (CONT'D.)****2.4 Customer Equipment and Channels, (Cont'd.)****2.4.4 Inspections**

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company net income) imposed on or based upon the provision, sale or use of Network Services. Gross receipt taxes used to fund the operations of the Commission and the Office of Regulatory Staff will not appear on the customer billing as a separate line item.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.5.6 of this tariff.

The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.

**SECTION 2 - REGULATIONS, (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A.** Nonrecurring charges are due and payable within twenty (20) days after the invoice date, unless otherwise agreed to in advance.
- B.** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within twenty (20) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C.** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges, (cont'd.)**

- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, twenty (20) days following the invoice date, then a late payment penalty shall be due the Company. Late payment charges may be applied as allowed pursuant to South Carolina Public Service Commission Reg. 103-622.2 which provides that a maximum one and one half percent (1 1/2%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. Billings for 900 and 900-type charges or non-regulated items are excluded from the balance on which a late charge may be imposed.
- F.** The Customer will be assessed a charge for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor. The charge may equal but not exceed the rate allowed by the S.C. Code Annotated Section 34-11-70.
- G.** If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges.

**SECTION 2 - REGULATIONS, (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.3 Disputed Bills**

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims to be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B.** The Customer should notify the Company of any disputed items on an invoice within an interval from receipt of the invoice that is within the State's statute of limitations. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Office of Regulatory Staff in accordance with the Commission's rules of procedure. The address of the Commission is as follows:
- Office of Regulatory Staff  
1441 Main Street, Suite 300  
Columbia, SC 29201  
803-737-5230  
Toll Free: 1-800-922-1531
- C.** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.4 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one (1) month's charges for the service or facility and additional (1) month advance payment for each subsequent month. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The initial advance payment will be credited to the Customer's initial bill. Subsequent advance payments will be credited on the appropriate monthly bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.5 Deposits**

- A.** The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges in accordance with South Carolina Public service Commission Rule and Regulation 103-621. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
- B.** The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two times the average monthly bill for residential Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- C.** The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- D.** Deposits will accrue interest annually in accordance with South Carolina Public Service Commission Rules. Interest rates are prescribed by the Commission and the current interest rate on deposits is 3.5%. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date. Credits will be applied as allowed under S.C. reg. 103.623.
- E.** Deposits shall be refunded completely with interest after two years unless the Customer has had two consecutive 30-day arrearages or more than two non-consecutive 30-day arrearages in the past 24 months, or has had service denied or interrupted for non-payment of bills, or has been sent more than two late payment notices in the past 9 months, or has a returned check in the past 6 months.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.5 Deposits, (cont'd.)**

- F.** The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.
- G.** Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the company. A transfer of service from one location to another within the Company's serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.
- H.** Deposits will be refunded after twelve months of timely payment, with interest as specified above.



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**SECTION 2 - REGULATIONS, (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.6 Cancellation of Application for Service**

- A.** Applications for service cannot be canceled without Company agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.
- B.** Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies:
- The total costs of installing and removing such facilities; or  
The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
- C.** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D.** Special charges described in 2.5.6 A. through 2.5.6 C. will be calculated and applied on a case-by-case basis.

**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.7 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.6 Discontinuance of Service**

**2.6.1** Service may be terminated for non-payment of a bill, provided that the telephone utility has made a reasonable attempt to effect collection and has given the Customer written notice that he has five (5) days in which to make settlement on his account or have his service disconnected. Service will be terminated only on Monday through Thursday between 8:00 am and 4:00 pm, unless provisions have been made to have someone available to accept payment and reconnect service.

**2.6.2** Service may be refused or discontinued for any of the reasons listed below. Unless otherwise stated, the Customer shall be allowed a reasonable time in which to comply with the rule before service is discontinued.

- A.** Without notice in the event of a condition determined by the utility to be hazardous or dangerous.
- B.** Without notice in the event of Customer use of equipment in such a manner as to adversely affect the utility's service to others.
- C.** Without notice in the event of an unauthorized use of telephone service.
- D.** For Customer tampering with equipment furnished and owned by the utility.
- E.** For violation of and/or non-compliance with the Commission's Orders or regulations governing service supplied by the Company.

**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.6 Discontinuance of Service, (Cont'd.)**

**2.6.2 (cont'd.)**

- F.** For failure of the Customer to fulfill his contractual obligations for service and/or facilities subject to regulation by the Commission.
- G.** For failure of the Customer to permit the utility reasonable access to its equipment.
- H.** For failure of the Customer to provide the utility with a deposit as authorized by 103-621(2).
- I.** For failure to furnish permits, certificates, and/or right-of-ways, as necessary to obtain service, or in the event such permissions are withdrawn or terminated
- J.** For failure to comply with municipal ordinances or other laws pertaining to telephone service.
- K.** Where there is probable cause to believe that there is illegal or willful misuse of the Company service.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.7 Allowances for Interruptions in Service**

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls, either incoming or outgoing or both, due to equipment malfunction or human errors.

**2.7.1 General**

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by Company agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.7 Allowances for Interruptions in Service, (Cont'd.)****2.7.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- A.** Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E.** Due to electric power failure where, by the provisions of this tariff, the subscriber is responsible for providing electric power;
- F.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilizes another service provider;
- G.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- H.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- I.** That was not reported to the Company within thirty (30) days of the date that service was affected.

**SECTION 2 - REGULATIONS, (CONT'D.)****2.7 Allowances for Interruptions in Service, (Cont'd.)****2.7.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

**2.7.4 Application of Credits for Interruptions in Service**

- A.** Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C.** A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

**SECTION 2 - REGULATIONS, (CONT'D.)****2.7 Allowances for Interruptions in Service, (Cont'd.)****2.7.4 Application of Credits for Interruptions in Service, (cont'd.)****D. Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Amount of Service To Be Credited</b>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

**E. Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

**F. Interruptions Over 72 Hours**

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

**2.7.5 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.



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**SECTION 2 - REGULATIONS, (CONT'D.)****2.8 Use of Customer's Service by Others****2.8.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

**2.8.2 Resale and Sharing**

SECTION 2.8.2 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE SOUTH CAROLINA PUBLIC SERVICE TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the South Carolina Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.9 Cancellation by Customer**

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

**2.10 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

**2.10.1 Termination Liability**

The Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.11 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.11.1** to any subsidiary, parent company or affiliate of the Company; or
- 2.11.2** pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.11.3** pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.12 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains Company services provided under this tariff.

**2.12.1 Customer Liability for Fraud and Unauthorized Use of the Network**

- A.** The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, provided that the unauthorized use occurs before the Company has been notified.
- B.** A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.
- C.** The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card occurred or may occur as a result of loss, and/or theft.
- D.** The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.
- E.** The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company was affected.

**SECTION 2 - REGULATIONS, (CONT'D.)****2.13 Notices and Communications**

- 2.13.1** The Customer shall designate on the Service Order the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.
- 2.13.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.13.3** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.13.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.14 Taxes, Fees and Surcharges**

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to, Federal Excise Tax, State Sales Tax and Municipal Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.15 Miscellaneous Provisions****2.15.1 Telephone Number Changes**

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

**2.15.2 Maintenance and Operations Records**

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

**2.15.3 Marketing**

As a telephone utility under the regulation of the South Carolina Public Service Commission, the Company hereby asserts and affirms that as a reseller of intrastate service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Company will comply with those marketing practices, if any, set forth by the Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketer's for compliance with this provision. The Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the State of South Carolina.

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**SECTION 3 - SERVICE AREAS**

**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- 1) BellSouth Telecommunications.

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES****4.1 Service Order and Change Charges****4.1.1 General**

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

**New Installation Charge** - applies to requests for initial connection or establishment of telephone service to the Company. This charge applies to each line installed.

**Technician Dispatch Charge** - applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to move, add, change or install service, or to isolate a problem reported to the Company which cannot be handled remotely. This charge also applies when the Customer fails to meet the Company agent or employees for the prearrangement appointment as requested.

**Secondary Service Order Charge** - applies to work associated with Customer-requested changes to existing services, including adding or deleting line features. One Service Order Change Charge applies for each change order requested by the Customer. If multiple changes are requested by the Customer and occur on the same order, only one charge applies.



**SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D)****4.1 Service Order and Change Charges, (Cont'd)****4.1.2 Maximum Rates**

	<b>Business</b>
New Installation Charge, first line:	\$100.00
Each additional line	\$36.00
Secondary Service Order Charge, per order:	\$40.00

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D)****4.2 Premises Visit Charge**

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

	<b>Business</b>
Maximum Rate Per Hour	\$75.00

**4.3 Restoral Charge**

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 1 of this Tariff.

	<b>Business</b>
Maximum Restoration, per line:	\$75.00

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D)****4.4 Public Telephone Surcharge**

In order to recover Company expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Maximum Rate Per Call: \$0.50

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**SECTION 5 – BASIC SERVICES AND MAXIMUM RATES****5.1 General**

Basic local exchange service as described in this Tariff is comprised of exchange access lines as follows:

**Exchange Access Line** - The serving central office line equipment and all the Company plant facilities up to and including the Company-provided Standard Network Interface. These facilities are Company provided and maintained and provide access to and from the telecommunications network for message toll service and local calling appropriate to the service offerings selected by the Customer.

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**SECTION 5 – BASIC SERVICES AND MAXIMUM RATES, (CONT'D.)****5.2 Public Telephone Access Service for Payphone Service Provider (PSP) Provided Equipment****5.2.1 General**

- A.** Public Telephone Access Service for PSP provided equipment is an exchange line service provided at the request of the subscriber for telecommunications use by the general public at locations accessible to the general public.
- B.** Public Telephone Access Service for PSP provided equipment is provided for use with PSP telephones.
- C.** The carriage and completion of local messages are provided by the Company.
- D.** Public Telephone Access Service for PSP provided equipment is provided subject to the condition that telephone messages (local and long distance) placed from stations which are accessible to the public are completed over Public Telephone Access Service for PSP lines. Where Public Telephone Access Service for PSP provided equipment is furnished, any type or grade of business service offered regularly at that location may be furnished in addition, provided such business service is confined to locations solely for use by the particular establishment.
- E.** PSP telephones may not be attached to other types of access lines. A subscriber must order a separate Public Telephone Access line for each PSP telephone installed and will be billed the filed rate for each line.
- F.** PSPs may not charge for incoming calls.
- G.** For customers subscribing to Caller ID - Deluxe, if the incoming call originates from a customer-provided public telephone, the name information transmitted will always be "Pay Phone."

**SECTION 5 – BASIC SERVICES AND MAXIMUM RATES, (CONT'D.)****5.2 Public Telephone Access Service for Payphone Service Provider (PSP) Provided Equipment****5.2.2 Responsibility of the Subscriber**

- A.** The subscriber shall be responsible for the installation, operation and maintenance of any PSP telephones used in connection with this service.
- B.** PSP telephones must be connected to the Company network in compliance with Part 68 of the FCC Rules and Regulations and have the following operational characteristics:
  - 1.** The caller must be able to access an Operator of a Company certified by the Commission to provide local exchange service or alternate operator service, 911 (at no charge) where available, and Local Directory Assistance (411) of a Company certified by the Commission.
  - 2.** Emergency numbers (operator assistance and 911) must be clearly posted at each location of a PSP telephone.
  - 3.** Information must be displayed on each PSP telephone consisting of an address and telephone numbers (Toll Free) where a caller can obtain assistance in the event that the telephone malfunctions in any way and procedures for obtaining a refund from the payphone service provider. The Company is not responsible for refunds of coins deposited in PSP coin-operated public telephones.
  - 4.** All PSP telephones in service must return the coins to the user in the event of an incomplete call.
  - 5.** The telephone number must be displayed on each PSP telephone, unless otherwise prohibited by the Commission.

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**SECTION 5 – BASIC SERVICES AND MAXIMUM RATES, (CONT'D.)****5.2 Public Telephone Access Service for Payphone Service Provider (PSP) Provided Equipment, (Cont'd.)****5.2.2 Responsibility of the Subscriber (cont'd)****B. (continued)**

6. Each PSP telephone must be capable of providing access to all interexchange carriers certified to provide long distance service in South Carolina and who are in fact providing such service. Access to the carrier of choice must be permitted by means of the dialing sequence chose by the carrier (e.g., 950-XXXX, 1-8XX, or 101XXXX). The dialing sequence chosen by the carrier should include the option of placing an 0+ call without operator intervention. A dialing sequence commencing with 00- shall provide the caller with access to the prescribed long distance carrier or operator service provider under contract to provide service to the payphone. As to coinless public telephones, it will be necessary for certified Interexchange Carriers providing public telephone service and not reselling local or intraLATA service to make available the service to all Interexchange Carriers that can be reached by means of the dialing sequence chosen by the carrier.
7. All PSP telephones must be capable of completing local and toll calls except as otherwise allowed by the rules of the Commission.
8. All PSPs shall place on the telephone instrument, a clear and conspicuous disclosure of the prescribed provider of operator and long distance services and the method by which the user may obtain the rates thereof.
9. Operator services provided by a company certified by the Commission to provide local exchange service or local alternate operate services shall be accessed by dialing "0" from a payphone service provider telephone.

**SECTION 5 – BASIC SERVICES AND MAXIMUM RATES, (CONT'D.)****5.2 Public Telephone Access Service for Payphone Service Provider (PSP) Provided Equipment, (Cont'd.)****5.2.2 Responsibility of the Subscriber (cont'd)****B. (continued)**

- 10.** Any limit on the duration of any call (Local or Toll) made from any PSP telephone shall be in compliance with the Order of the Federal Communications Commission in Docket No.96-128 and the Public Service Commission of South Carolina.
- 11.** Pay telephone shall operate so as to provide two way service; unless a specified exemption is granted by the Commission Requests for exemption must be initiated by the Payphone Service Provider and accompanied by a statement with indicated justification and/or support from appropriate law enforcement agency. Where incoming calls are blocked, the payphone service provider must have an arrangement with the local exchange carrier to have an intercept place on the line which indicates to the caller that the called number unavailable to receive incoming calls.

**5.2.3 Violations of Regulations**

- A.** Where any PSP telephone is used and/or connected in violation of this Rate sheet, the Company will promptly notify the customer of the violation.



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**SECTION 5 – BASIC SERVICES AND MAXIMUM RATES, (CONT'D.)****5.2 Public Telephone Access Service for Payphone Service Provider (PSP) Provided Equipment, (Cont'd.)****5.2.4 Optional Service Features****A. Central Office Blocking with Operator Screening**

Central Office Blocking with Operator Screening is offered to provide a choice of restrictions at the subscriber's option.

Options E1, and G1 are offered subject to availability of facilities.

1. **Option E1 - Two-Way Service.** Provides central office blocking of 7 digit local, 976, 1+DDD, 1+900, 011+, and 101XXXX 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line. Further, third number and collect calls to Public Telephone Access Service for PSP provided equipment are not allowed.<sup>1</sup>
2. **Option F1 - Outward Only Service.** Provides central office blocking of 7 or 10 digit local, 1+DDD, 1+900 and 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.<sup>1,2</sup>
3. **Option G1 - Two-Way Service.** Provides central office blocking of 976, 1+DDD, 1+900, 011+, and 101XXXX 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line. Further, third number and collect calls to Public Telephone Access Service for PSP provided equipment are not allowed.<sup>1</sup>
4. **Option H1 - Outward Only Service.** Provides central office blocking of 1+DDD, 1+900 and 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.<sup>1,2</sup>

**SECTION 5 – BASIC SERVICES AND MAXIMUM RATES, (CONT'D.)****5.2 Public Telephone Access Service for Payphone Service Provider (PSP) Provided Equipment, (Cont'd.)****5.2.5 Maximum Rates**

	<b>Monthly Rate</b>
Option A1	\$50.00
Option B1	\$50.00
Option C1	\$50.00
Option D1	\$50.00
Option E1	\$50.00
Option F1	\$50.00
Option G1	\$50.00
Option H1	\$50.00

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**Note 1:** 011+ and 101XXXX 011+ blocking provides central office blocking of calls to numbers outside the North American Numbering Plan.

**Note 2:** Options F1 and H1 may only be provided for placement in correctional institutions, schools, hospitals and other locations for which the Commission may grant a specific exemption.

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**SECTION 6 – SUPPLEMENTAL SERVICES AND MAXIMUM RATES****6.1 Directory Assistance Service****6.1.1 General**

A Customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. The Customer may request a maximum of two (2) telephone numbers per call to Directory Assistance service without additional charges.

**6.1.2 Regulations**

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- A. Calls originating from a Public Telephone Service line to points within the local and intraLATA calling area.
- B. Requests for telephone numbers of non-published service.
- C. Requests in which the Directory Assistance operator provides an incorrect number provided that the calling party reports the wrong number to the Company.
- D. Requests for telephone numbers that were omitted from the alphabetical directory as a result of Company error.
- E. Calls for Directory Assistance from handicapped persons who have requested exemption from the Directory Assistance charge and who have been certified to the Company as being unable to use telephone directories because of a visual or physical handicap. Acceptable certifications are those made by a licensed physician, ophthalmologist or optometrist, or a social agency that conducts programs for the handicapped in cooperation with an official agency of the State of South Carolina or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

**SECTION 6 – SUPPLEMENTAL SERVICES AND MAXIMUM RATES (CONT'D)****6.1 Directory Assistance Service, (Cont'd.)****6.1.3 Rates**

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

Maximum Local and intraLATA Toll, Per Call: \$3.00

Maximum InterLATA Toll, Per Call: \$3.00

**6.1.4 Call Completion**

The charges as shown below apply for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number.

There are no allowances for Directory Assistance Call Completion, however, the Directory Assistance portion of the call is still governed by the appropriate call allowances and exemptions as stated in Section 6.2.2 of this tariff.

Maximum Local and intraLATA Toll, Per Call: \$3.00

Maximum InterLATA Toll, Per Call: \$3.00

**SECTION 6 – SUPPLEMENTAL SERVICES AND MAXIMUM RATES (CONT'D)**

**6.2 Toll Restriction**

**6.2.1 General**

- A. The Company furnishes Toll Restriction Service whereby Customers may request that toll calls be blocked from completion by the Company's equipment. All toll restriction must comply with the Commissions rule's regarding call blocking and restriction.
- B. Toll Restriction Service is subject to the nonrecurring charges and terms and conditions as specified in Section 4 of this Tariff.
- C. Toll Restriction Service is available only to subscribers of Local Exchange Service.

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**SECTION 6 – SUPPLEMENTAL SERVICES AND MAXIMUM RATES (CONT'D)****6.3 Directory Listing Service****6.3.1 General Terms and Conditions**

- A.** The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.
- B.** The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing, or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- C.** The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

**SECTION 6 – SUPPLEMENTAL SERVICES AND MAXIMUM RATES (CONT'D)****6.3 Directory Listing Service, (Cont'd.)****6.3.1 General Terms and Conditions (Cont'd.)**

- D.** Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- E.** In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- E.** Rates and regulations for listing service are applicable only to listings in the alphabetical directories.
- G.** Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.
- H.** A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.
- I.** Listing services are available with all classes of main telephone exchange service.

**SECTION 6 – SUPPLEMENTAL SERVICES AND MAXIMUM RATES (CONT'D)****6.3 Directory Listing Service, (Cont'd.)****6.3.2 Listings****A. Primary Listing**

One listing, termed the initial listing is included with each Customer's service, and with the initial line of a line hunting group.

**B. Additional Listings**

At a charge, additional listings may be included in the alphabetical directory and on directory assistance records, or appear on directory assistance records only. The monthly rate for additional listings apply when the listings appear in Directory Assistance records in accordance with the date requested by the customer.

If an additional listing is ordered discontinued by the Customer after the closing of the directory, the monthly rate continues through that issue of the directory and up to the date for rates to be effective for the next directory. If the additional listing is ordered discontinued before the closing date of the directory in which it would first appear the monthly rate continues only to the date of cancellation by the customer, with a minimum service period of one month.

**C. Foreign Listing**

Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific local exchange carrier providing the Foreign Listing.



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**SECTION 6 – SUPPLEMENTAL SERVICES AND MAXIMUM RATES (CONT'D)****6.3 Directory Listing Service, (Cont'd.)****6.3.2 Listings, (Cont'd.)****D. Nonpublished Service**

Nonpublished service means that the customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records. However, such information may be displayed on a call-by-call basis at Public Safety Answering Point locations where Enhanced Universal Emergency Number service is provided (E911).

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

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**SECTION 6 – SUPPLEMENTAL SERVICES AND MAXIMUM RATES (CONT'D)****6.3 Directory Listing Service, (Cont'd.)****6.3.2 Listings, (Cont'd.)****E. Nondirectory Listed Service**

Nondirectory listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the only obligation of the Company is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nondirectory listed service or the disclosing of said number to any person.

**SECTION 6 – SUPPLEMENTAL SERVICES AND MAXIMUM RATES (CONT'D)****6.3 Directory Listing Service, (Cont'd.)****6.3.3 Rates****A. Maximum Nonrecurring Charges**

Additional Listing, per listing:	\$15.00
Foreign Listing:	\$20.00
Non-directory Listed Service, per listing:	\$20.00

**B. Maximum Monthly Recurring Charges**

Additional Listing, per listing:	\$15.00
Foreign Listing:	\$15.00
Non-published Service, per listing:	\$15.00
Non-directory Listed Service, per listing	\$15.00

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**SECTION 7 - ACCESS SERVICES**

**7.1 General**

Rates and regulations for the Access Services offered by the Company may be found in South Carolina Tariff No. 2 – Access for Symtelco, LLC.

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**SECTION 8 - SPECIAL ARRANGEMENTS****8.1 Individual Case Basis (ICB) Arrangements**

Special arrangements may be undertaken on a reasonable effort basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this rate sheet or any applicable contract, or for the provision of service on an expedited basis or in some other manner different from the normal rate sheet or contract conditions. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

**8.2 Contract Pricing**

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this rate sheet. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and revenue commitment, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

**8.3 Promotional Programs**

The Company may, from time to time, offer services in this rate sheet at special promotional rates and/or terms. Promotional offerings will have an ending date. All rates and terms contained in this rate sheet shall continue to apply unless specifically addressed in the promotional agreements.

**SECTION 9 - CURRENT PRICE LIST****9.1 Service Charges and Surcharges****9.1.1 Service Order and Change Charges**

New Installation Charge, first line:	\$50.00
Each additional line	\$18.00
Secondary Service Order Charge	\$20.00

**9.1.2 Premises Visit Charge**

Duration of time, per technician	
Initial 15 Minute increment	\$46.00
Each Additional 15 minute increment	\$22.00

**9.1.3 Restoral Charge**

Restoration, per line:	\$50.00
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**SECTION 9 - CURRENT PRICE LIST, (CONT'D.)****9.1 Service Charges and Surcharges, (Cont'd.)****9.1.4 Presubscription Charges**

Per line, trunk, or port	
Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

**9.1.55 Public Telephone Surcharge**

Rate Per Call:	\$0.50
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**SECTION 9 - CURRENT PRICE LIST, (CONT'D.)****9.2 Public Telephone Access Service Monthly Rates**

Option A1	\$27.50
Option B1	\$27.50
Option C1	\$27.50
Option D1	\$27.50
Option E1	\$27.50
Option F1	\$27.50
Option G1	\$27.50
Option H1	\$27.50

**9.3 Directory Assistance Service****9.3.1 Rates**

Local and intraLATA Toll, Per Call:	\$1.25
InterLATA Toll, Per Call:	\$1.25

**9.3.2 Call Completion**

Local and intraLATA Toll, Per Call:	\$1.25
InterLATA Toll, Per Call:	\$1.25

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**SECTION 9 - CURRENT PRICE LIST, (CONT'D.)****9.4 Directory Listing Service****9.4.1 Nonrecurring Charges**

Additional Listing, per listing:	\$2.00
Foreign Listing:	\$3.00
Non-directory Listed Service, per listing:	\$3.00

**9.4.2 Monthly Recurring Charges**

Additional Listing, per listing:	\$2.00
Foreign Listing:	\$3.00
Non-published Service, per listing:	\$2.00
Non-directory Listed Service, per listing:	\$1.00

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